

U.S. Patent Application No. 09/766,727

**REMARKS****Declaration**

Applicants submit that the replacement Declaration of the inventors filed on March 21, 2001<sup>1</sup> for the purpose of including the application number of the provisional application was not required under the MPEP or the Code of Federal Regulations. According to the requirements of 37 C.F.R. § 1.63, it is not required for an oath/declaration to identify a priority claim under 35 U.S.C. § 119(e).<sup>2</sup>

Therefore, Applicants submit herewith a copy of the signed Declaration and Power of Attorney of the inventors, Paul Foster and Richard Warshauer, which was originally filed on January 22, 2001. Applicants submit that the copy of the signed Declaration and Power of Attorney is sufficient to meet the requirements under 37 C.F.R. 1.63. Accordingly, Applicants respectfully request withdrawal of the objection to the Oath/Declaration.

**Amendments to the Claims**

Claims 1-3, 6, 10, 11, and 15-25, and 27-31 are pending in the present application, with Claims 1 and 6, and 27 being independent. Applicants have amended Claims 1, 3, 6, 10, 11, 17-20, and 27-29 herein. Applicants have canceled Claim 26 without prejudice to or disclaimer of the subject matter recited therein. No new matter has been added.

**Claim Rejections Under 35 U.S.C. § 103(a)**

In the Office Action, the Examiner rejected Claims 1-3, 6, 10, 11, and 15-31 under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent Application Publication No.

<sup>1</sup> The Examiner has stated that the replacement oath/declaration was submitted with a preliminary amendment on June 4, 2001. However, Applicants respectfully submit that the preliminary amendment including the replacement declarations was filed on March 21, 2001.

<sup>2</sup> Applicants respectfully submit that 37 C.F.R. § 1.63 only requires the identification of "any foreign application for patent (or inventor's certificate) for which a claim for priority is made pursuant to § 1.55, and any foreign application having a filing date before that of the application on which priority is claimed." See 37 C.F.R. 1.63(c)(2).

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2001/0037273 to Greenlee (hereinafter Greenlee) in view of U.S. Patent No. 6,115,694 to Cheetham (hereinafter Cheetham). Applicants respectfully traverse that rejection.

Independent Claim 1

Applicants submit that Greenlee and Cheetham, either alone or in combination do not describe, teach, or suggest at least the feature of, populating a lease agreement based on, and in response to receiving, the predetermined information about the selected real estate property, as recited in independent Claim 1. Applicants further submit that Greenlee and Cheetham do not describe, teach, or suggest at least the feature of presenting the populated lease agreement and the comparables data in response to receiving the predetermined information about the selected real estate property, as defined by Claim 1.

On page 5 of the Non-final Office Action dated August 29, 2005, the Examiner stated that the "Applicant's argument with respect to Claims 1-3, 6, 10, 11, and 15-31 have been considered but are moot in view of the new ground(s) of rejection." However, it appears that the Examiner did not respond to Applicants' claim amendments presented in response to the Non-final Office Action dated February 9, 2005. The Examiner simply stated that Greenlee discloses the invention substantially as claimed, as set forth in the previous office action. However, the previous Office Action did not address the amended claims presented in Applicants' prior response. Accordingly, Applicants respectfully maintain that Greenlee, and now Cheetham, does not describe, teach or suggest (1) populating a lease agreement based on, and in response to receiving, the predetermined information about the selected real estate property, and (2) further presenting the populated lease agreement and the comparables data, as recited in independent Claim 1.

In general, Greenlee describes a property leasing system comprising individual modules, including a transaction management application and a property database for storing data supplied by property providers and property users. The system allows users to access the property database to research properties, send a request for proposal to the provider of the property, review proposals from the provider, and complete the deal by executing lease documents offline

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with the provider. The lease documents are not provided in the system of Greenlee and are not populated and presented in the system of Greenlee. To the contrary, the lease documents of Greenlee are either already contained within or posted to the collaboration database by the provider. (See page 6, 65).

The property leasing system of Greenlee is operable to generate many different types of documents<sup>3</sup>; however, Greenlee does not teach a module that populates a lease agreement based on, and in response to receiving, the predetermined information about the selected real estate property, and presenting the populated lease agreement and the comparables data, as recited in independent Claim 1. Instead, Greenlee specifically states, "The original lease document is either already contained within or posted to the collaboration database by the provider. Provider, user, broker, attorney and all other parties involved in the lease documentation process collaborate online via LeaseBoard<sup>TM</sup> 101 and the collaboration database 109. Upon acceptance of the lease terms by all parties, copies of the lease are drafted and forwarded for execution by all parties (process step 450)." (See page 6, 65). Accordingly, the Greenlee system does not populate a lease agreement based on, and in response to receiving, the predetermined information about the selected real estate property. To the contrary, the Greenlee system requires the parties to collaborate and input information into a lease document.

Furthermore, Greenlee states, "The provider may provide an electronic copy of the provider's choosing or select and modify stored lease versions in the LeaseBoard<sup>TM</sup> lease library. Once the initial lease draft is approved and accepted by the provider, it is submitted to the LeaseBoard<sup>TM</sup> secure document and collaboration database." (See page 7, 78). Therefore, in

<sup>3</sup> Specifically, Greenlee discloses generating the following documents: a Strategic Needs Document (SND) which details the user's requirements and needs from both a real estate and operational perspective (See page 5, 54); a Letter of Engagement (LOE) which formalizes the legal relationship between the user and the LeaseBoard<sup>TM</sup> operator (See page 5, 54); a Request For Proposal (RFP) based on the SND and space requirements (See page 5, 55); a market survey which includes all selected properties (See page 5, 57); a summary report that compares the economics proposed by each property provider as well as other critical issues such as location of the space, signage, demographics, etc. (See page 6, 60); decline letters which are sent to the providers whose properties were eliminated by the user (See page 6, 60); notification letters which are sent to the property representatives whose properties have been selected for the tour (See page 6, 60); a winning notification letter which is sent to the winning provider based on the user's selection of a preferred property (See page 6, 64); Letters of Intent (LOI) that are generated from a connected forms and documents database that contains all necessary documents, letters, etc., including legal documents necessary to begin and complete the leasing process (See page 6, 64); a notification to the winning provider's in-house management system after execution of the lease agreement (See page 6, 66); and fee statements and invoices (See page 6, 67).

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Greenlee, the parties collaborate online to agree to certain lease terms, and when an agreement is reached copies of the lease are drafted and forwarded for execution by all parties.

Thus, Applicants submit that Greenlee discloses only collaborating on a lease agreement, whereby all parties involved collaborate online to negotiate a lease. Greenlee does not teach or suggest a leasing program module that populates a lease agreement based on, and in response to receiving, the predetermined information about the selected real estate property, as required by Claim 1. Applicants further submit that Greenlee also fails to teach or suggest Claim 1's recitation of presenting the populated lease agreement and comparables data in response to receiving the predetermined information about the selected real estate property. Indeed, Greenlee actually teaches away from the solution provided by the invention of Claim 1 by requiring the parties to collaborate and input information into a lease document.

Furthermore, Applicants respectfully submit that Cheetham fails to correct the deficiencies of Greenlee. The Examiner cited Cheetham only for teaching "the use of real estate comparables." Applicants submit that Cheetham does not disclose the features discussed above.

In light of the differences between independent Claim 1 and the asserted combination of Greenlee and Cheetham, Applicants submit that the cited references fail to teach or suggest at least the recitations of Claim 1 discussed above. Accordingly, Applicants respectfully request reconsideration and withdrawal of the rejection of Claim 1.

#### Dependent Claim 17

Claim 17 depends from independent Claim 1 and further distinguishes the invention from the cited document. Claim 17 recites a novel feature regarding a site visit agent, which will be discussed in more detail hereinafter with reference to independent Claim 6. Accordingly, Applicants submit that Claim 17 is patentable over the cited documents for reasons similar to those discussed below with reference to Claim 6.

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Independent Claim 6

Applicants submit that Greenlee and Cheetham, either alone or in combination, fail to describe, teach, or suggest at least the features of (1) storing information for a plurality of site visit agents that support on-site property review and analysis of real estate properties and (2) selecting a site visit agent, based on the stored information, to perform an on-site property review and analysis of the matching owner property by performing one or more of the activities selected from a group comprising showing the matching owner property, suggesting configuration alternatives, and estimating build-out costs, as recited in amended independent Claim 6.

Greenlee fails to disclose a site visit agent within the context of a commercial lease transaction. Specifically, Greenlee states that the parties to a commercial lease transaction include tenants, brokers, landlords, leasing agents, and asset managers. (See page 1, 7). However, none of those parties is a site visit agent. As defined in Applicants' original specification, "[a] site visit agent, typically based in a location proximate to the property or space of interest, can support a purchase or lease decision by showing the property or space to the parties of a transaction, such as tenants, owners, and lenders. For example, a site visit agent can visit a building or space of interest with an owner or purchaser and offer her expertise about the visit site, including configuration alternatives, build-out costs, etc. In contrast to a real estate broker, who often juggles several real estate transaction tasks at once, a site visit agent is focused solely on showing properties on behalf of her customer." See paragraph 0027 of Applicants' original specification. None of the parties disclosed by Greenlee teaches the disclosed features of a site visit agent.

Accordingly, Applicants submit that Greenlee fails to teach or suggest at least the feature of the site visit agent recited in amended independent Claim 6. In the absence of any teaching of a site visit agent by Greenlee, Applicants further submit that Greenlee fails to disclose storing information for site visit agents and selecting one of the site visit agents to perform an on-site property review and analysis by performing one or more of the activities selected from a group comprising showing the matching owner property, suggesting configuration alternatives, and estimating build-out costs. Cheetham also does not include any disclosure directed to a site visit agent.

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In light of the differences between independent Claim 6 and Greenlee and Cheetham, Applicants submit that Greenlee and Cheetham, either alone or in combination, fail to describe, teach, or suggest at least the features discussed above. Accordingly, Applicants respectfully request reconsideration and withdrawal of the rejection of Claim 6.

#### Dependent Claim 25

Claim 25 depends from independent Claim 6 and further distinguishes the invention recited by Claim 25 from the cited documents. Claim 25 recites a feature similar to the populating feature discussed previously herein with reference to Claim 1. Accordingly, Applicants submit that Claim 25 is patentable over the cited documents for similar reasons.

#### Independent Claim 27

Independent Claim 27 recites features similar to the features of independent Claims 1 and 6 discussed above. Accordingly, Applicants submit that independent Claim 27 also is patentable over the cited documents for similar reasons.

#### Summary

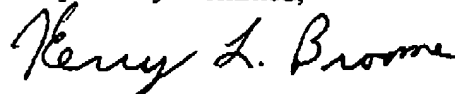
Based on the above, Applicants submit that independent Claims 1, 6, and 27 are patentable over the documents cited by the Examiner. Additionally, the remaining claims depend from one of the independent claims either directly or indirectly and are submitted to be patentable for similar reasons. The dependent claims also recite additional features further defining the invention recited by the independent claims over the cited documents, and Applicants submit that the cited documents do not teach or suggest integrating those features into the presently claimed invention. Applicants have elected to discuss in detail above only a few of the features recited by dependent claim; however, Applicants reserve the right to discuss the novel features of other dependent claims in the future. Accordingly, Applicants request separate and individual consideration of each dependent claim.

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**CONCLUSION**

Applicants submit the foregoing as a full and complete response to the Office Action dated August 29, 2005. Applicants submit that this Amendment and Response places the application in condition for allowance and respectfully request such action. If any issues exist that can be resolved with an Examiner's Amendment or a telephone conference, please contact Applicants' undersigned attorney at 404.572.4647.

Respectfully submitted,



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